



CITY OF KEY WEST

PO Box 1409 (1300 White St.)

Key West, FL 33041

licensing@cityofkeywest-fl.gov

REVOCABLE LICENSE AGREEMENT

AWNING OVER CITY RIGHT-OF-WAY

(Revised 11/2017)

Building Permit Application #: _____ Date: _____

Property Address: _____

Property Owner **(attach copy of deed or Monroe County property card):**

BY THIS AGREEMENT, the City of Key West, hereinafter Licensor, and the property owner indicated above, hereinafter Licensee, agree that Licensor grants to Licensee the right to enter upon certain real property in the City of Key West, Monroe County, Florida, for the purpose of installing an awning as described in the above referenced building permit application

1. Licensee agrees to obey all City of Key West requirements for protection of property, either private or public, and maintenance of traffic. Maintenance of traffic shall be governed by requirements prescribed by the Florida Department of Transportation regulations.
2. All construction and installation work must comply with the latest edition to the Florida Building Code and all other applicable laws and codes, and shall be subject to permitting requirements, final inspections and approvals by the Key West Building Department.
3. Under completion of the installation, Licensee shall replace all curbs and sidewalks damaged, from the face of the curb to the property line and from control joint to control joint along the length of the sidewalk. Licensee shall also repair any damage to any surrounding properties that occur during construction.
4. The applicant shall obtain HARC approval where applicable.
5. Unless the circumstances dictate that stricter standards are applicable under the Florida Building Code, the awning may extend across the front of a building and may only project a maximum of two-thirds of the width of a sidewalk, or, to within 18 inches of the face of the curb, whichever is less. There shall be a minimum eight feet of clearance between the lowest point or projection of the awning and a sidewalk or public travelway immediately below. Any valance attached to an awning shall not project above the top surface of the awning. In no event shall a permit be issued that will adversely impact vehicular or pedestrian traffic and determined by the chief building official in conjunction with the city engineering department
6. If found to be necessary by the city for the protection of the health, safety and welfare of the public, awnings shall be immediately removed upon the request of the city and in the event an awning is not removed or due to an emergency the city finds it necessary to act immediately, the city may remove same and shall not be responsible for damage incurred due to such removal. The costs incurred by the city associated with any such removal shall be borne by the permittee. This license agreement shall expire upon a sale or other change of ownership of the property, provided however, that upon such an event the City and the new property owner may enter in to an agreement upon the same or similar terms.

7. Prior to the issuance of this revocable license Licensee shall furnish and maintain such public liability and property damage insurance protecting the City from all claims and damage to property or bodily injury, including death, which may arise from the existence of the awning. Such insurance shall provide **coverage of not less than \$1,000,000.00 for bodily injury and property damage respectively, per occurrence.** Such insurance **must include the clause "includes coverage for awning that extends over city right-of-way."** Such insurance shall be without prejudice to coverage otherwise existing therein and **shall name as additional insured the city**, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled without (45) days written notice to the Chief Building Official, sent via certified mail. This license agreement shall terminate in the event that the required insurance policy is not maintained properly. **(Attach Certificate of Insurance which includes all of the above requirements).**
8. Licensee agrees to indemnify and hold harmless the City of Key West, its officials and its employees from and against any or all suits, actions, legal proceedings, damages, expenses, and attorney fees resulting from death, injury, or other damages to person or property that are in any way related to the subject awning or the City's issuance of a license hereunder.

This revocable license is being issued in accordance with section 2-939, City of Key West Municipal Code. By signing below, I certify that I have read and understand the restrictions associated with this revocable license agreement as indicated above.

Contractor's Signature: _____

Notary: State of _____, County of _____

The foregoing instrument was acknowledged before me on this ____ day of ____, 20____, by

_____.

Notary signature: _____ Produced ID: _____

____ Personally known

This revocable license is being issued in accordance with section 2-939, City of Key West Municipal Code. By signing below, I certify that I have read and understand the restrictions associated with this revocable license agreement as indicated above.

Property Owner's Signature: _____

Notary: State of _____, County of _____

The foregoing instrument was acknowledged before me on this ____ day of ____, 20____, by

_____.

Notary signature: _____ Produced ID: _____

____ Personally known

Office Use Only

Building Official Approval: _____ Date: _____

Licensing Rep: _____ BTR #: _____ Date: _____